

08 CIV 57187

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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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SANYO SALES & MARKETING CORPORATION,

Index No.

Plaintiff,

- Against -

Complaint

KOREAN AIRLINES and
BAX GLOBAL JAPAN K.K.,

Defendants.

- - - - - X

The Plaintiff, Sanyo Sales & Marketing Corporation, and through its attorneys, Hill Rivkins & Hayden LLP, complaining of the above-named defendants, alleges upon information and belief:

FIRST: This Court has jurisdiction pursuant to 49 U.S.C. § 1502, in that this was an international air carriage of cargo departing from Peking, China, and arriving at New York.

SECOND: At and during all times hereinafter mentioned, Plaintiff, Sanyo Sales & Marketing Corporation, was and now is a corporation or other business entity organized and existing by virtue of the laws of one of the states of the United States, with an office and place of business at 1300 Michael

Drive, Wood Dale, Illinois 60191.

THIRD: At and during all times hereinafter mentioned, Defendant, Korean Airlines, was and now is a corporation or other business entity organized and existing by virtue of the laws of Korea with an office and place of business at Cargo Building 9, North Boundary Road, JFK International Airport, Jamaica, New York 11430 and was and now is a common carrier, warehouseman and/or bailee.

FOURTH: At and during all times hereinafter mentioned, Defendant, Bax Global Japan K.K., was and now is a corporation or other business entity organized and existing by virtue of the laws of Japan with an office and place of business at 13-3 Shinkachi, 1-chome, Nishi-ku, Osaka, Japan and was and now is a common carrier, warehouseman and/or bailee.

FIFTH: On or about June 27, 2007, there was delivered to the defendants in good order and condition a shipment of rechargeable batteries, suitable in every respect for the intended transportation which defendants received, accepted and agreed to transport and/or store for certain consideration under Korean MAWB 180-56348025 and Bax HAWB BAX-26010235.

SIXTH: Thereafter, the defendants failed to redeliver the shipment in the same good order and condition.

SEVENTH: Plaintiff was the shipper, consignee or owner of said shipment and brings this action on its own behalf

and, as agent and trustee, on behalf of and for the interest of all parties who may be or become interested in the said shipment, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action.

EIGHTH: By reason of the premises, the defendants were negligent and careless in their handling of Plaintiff's cargo, violated their duties and obligations as common carriers and bailees of the cargo, and were otherwise at fault.

NINTH: Plaintiff has duly performed all duties and obligations on its part to be performed.

TENTH: By reason of the premises, Plaintiff has sustained damages as nearly as same can now be estimated, no part of which has been paid, although duly demanded, in the total amount of \$40,000.00.

W H E R E F O R E, Plaintiff prays:

1. That a decree may be entered in favor of Plaintiff against Defendants for the amount of Plaintiff's damages, together with interest and costs.

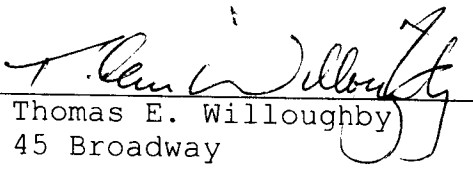
2. Plaintiff further prays for such other, further and different relief as to this Court may deem just and proper in the premises.

Dated: New York, New York
June 25, 2008

Respectfully submitted,

HILL RIVKINS & HAYDEN LLP
Attorneys for Plaintiff
SANYO SALES & MARKETING CORPORATION

By: _____


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